

3-26-01

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General Motors Corporation
Legal Staff
Mail Code 482-C23-B21
P.O. Box 300
Detroit, MI 48265-3000

23-MAR-01

J1017 U.S. PTO
09/816905
03/26/01

Box Patent Applications
Commissioner for Patents
Washington DC 20231

Enclosed for filing are the following patent application papers:

Docket No. GP-301003

Inventors: DAVID E. CREAMER
MICHAEL H. GRECO
EDWARD R. FINKENSTAEDT
JOHN BEAM

Title: COMMERCIAL MORTGAGE CLOSING PROCESS



Request and Certification under 35 USC 122(b)(2)(B)(i) [form PTO/SB/35] is attached.
[Check this box only if the Request and Certification form is being sent.]

Filing Fee Formula

Basic Fee	\$ 710.00
Additional Fees:	
Number of independent claims in excess of 3, times \$80.00	\$ 160.00
Number of claims in excess of 20, times \$18.00	\$ 72.00
Multiple dependent claim, add \$270.00	\$ 0.00
Total Filing Fee	\$ 942.00

The patent specification GP-301003 entitled COMMERCIAL MORTGAGE CLOSING PROCESS and filed in the Patent and Trademark Office herewith is the patent specification for which the inventor(s) executed the Declaration enclosed herewith.

Please charge the \$942.00 filing fee to General Motors Corporation Deposit Account No. 07-0960.



CHRISTOPHER DEVRIES
Reg. No. 44654
313/665-4969

Enclosures

GMAC Commercial Mortgage Corporation
650 Dresher Road
P.O. Box 1015
Horsham, PA 19044-8015
Tel. 215-328-1895
Fax 215-328-1900

Linda Pickles
Senior Vice President

April 13, 2000

John Beam, Jr.
4251 Frank Neely Rd
Norcross, GA 30092

Dear John,

GMAC Commercial Mortgage Corporation is pleased to make this offer of employment on behalf of MortgageRamp.com, Inc ("MortgageRamp"). We would be delighted if you would join MortgageRamp effective May 1, 2000 and we look forward to working with you. MortgageRamp.com, Inc. is an affiliate of GMAC Commercial Mortgage Corporation. While it is a wholly-owned GMAC entity today, the possibility exists for some degree of non-GMAC ownership in the future. The purpose of this Offer Letter is to confirm the terms and conditions of your employment, your obligations with respect to protecting and preserving MortgageRamp confidential information, ownership of ideas, inventions, and discoveries during employment, and non-solicitation and non-competition provisions.

Compensation and Benefits

As a Senior Vice President, you will continue to be compensated at the rate of _____ annually. Performance reviews are normally conducted at least annually and salary adjustments are made annually each January, if warranted. Your first performance and salary review will be in January 2001. Thereafter, your performance and salary reviews will coincide with the normal January timeframe. You will be eligible to participate in the MortgageRamp bonus pool. This subjective bonus pool is contingent upon the annual profitability of MortgageRamp. Your position with MortgageRamp would qualify you for participation in the Mortgage Ramp equity package if one should become available. Should the Mortgage Ramp compensation program be expanded to include an equity component, your total compensation package, including base salary, will be reviewed, and adjustments will be made as deemed necessary.

You will receive the normal benefits offered to a GMAC Commercial Mortgage full-time employee, including medical, dental, and term life coverage, which will remain as they are currently. You will earn paid time off (PTO) as you have been earning such PTO with GMAC Commercial Mortgage, and any accrued time will transfer. Your service date will remain the same, and no time will be lost. If you are participating in the 401(k) Savings Incentive Plan, you will continue to do so. If you are not participating and would like to, please see me for additional information.

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TO: JEFF "5069T860

John Beam, Jr.
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Page 2

Your benefit package is subject to periodic review by management and may be changed as deemed necessary. If MortgageRamp approves an equity compensation program for its employees, management anticipates that the MortgageRamp benefit package will diverge from the current GMAC Commercial Mortgage benefit plan package, but will remain competitive overall.

Because your employment will be full-time, you may not engage in other paid activities without the prior consent of MortgageRamp's Chief Operating Officer. MortgageRamp is an employer that employs at-will; accordingly, MortgageRamp or you may terminate your employment at any time for any reason or no reason.

This Offer Letter and attached Offer Letter Appendix contain the full agreement between the parties and no changes or alterations may be made unless signed by all parties. This agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, successors, and assigns. If any provision of this agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this agreement shall remain in full force and effect. This agreement shall be construed and enforced according to the laws of the state of Delaware applying to contracts that are wholly performed within Delaware.

If you wish to accept this offer, please sign below and return one signed original version to me.


Very truly yours,



Linda Pickles
Senior Vice President/
Managing Director
Human Resources

ACCEPTED AND AGREED:

Name: JOHN M. BEAM JR

Signature: 

Date: 4/13/00

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Confidentiality

"Trade Secret Information" includes, but is not limited to, the following:

- You agree to hold in confidence all Trade Secret Information disclosed to you or developed by you in connection with your employment by MortgageRamp, either in writing, verbally, or as a result of employment. You shall not, without permission of MortgageRamp, use Trade Secret Information that you are obligated hereunder to maintain in confidence for any reason other than to enable you to properly and completely perform during your employment.

You shall immediately notify MortgageRamp of any information that comes to your attention that does or might indicate that there has been any loss of confidentiality of such trade secrets or breach of such rights.

You shall not reproduce, make copies of, or disclose the Trade Secret Information except as required in the performance of your employment with MortgageRamp. Upon termination of employment for any reason whatsoever, you shall promptly return all correspondence, drawings,

blue prints, manuals, letters, notes, notebooks, reports, flow-charts, programs, proposals, documents concerning MortgageRamp's customers/clients, documents concerning products or processes used by MortgageRamp, and all other documents, writings, and materials utilized by you, together with any copies or other reproductions thereof made by you or in your possession or control. You understand that all such records, whether developed by you or others, are and shall remain the property of MortgageRamp.

The confidentiality restrictions you are accepting are permanent and do not lapse or cease upon your leaving MortgageRamp.

Disclosure and Assignment of Rights - Inventions

You shall promptly disclose to an executive officer of MortgageRamp all inventions, discoveries and improvements that you may make, either solely or jointly with others, while in the employ of the Company and for a period of 6 months following the termination of your employment with MortgageRamp, which inventions, discoveries and improvements relate to products, systems, programs or other developments manufactured or developed or sold by MortgageRamp during the period of your employment with MortgageRamp, or the manufacture, development or sale of which was in contemplation by MortgageRamp during your employment with MortgageRamp, and you hereby agree to transfer, assign and convey to MortgageRamp your whole right, title and interest in and to the same, including your whole right, title and interest in any domestic and foreign patent rights therein and any renewals thereof. These inventions, discoveries, and improvements are considered "works-for-hire" and are the exclusive property of, and patentable or copyrightable only by, MortgageRamp. They are also subject to the confidentiality restrictions listed in the previous section and are hereby assigned in advance to MortgageRamp.

You further agree during the period of your employment with MortgageRamp and anytime thereafter, to execute any instruments, including without limitation applications for letters patent and assignment thereof, or to do any other acts that may be deemed necessary or desirable by MortgageRamp to effectuate the provisions of this agreement. All expenses of filing or prosecuting any patent applications shall be borne solely by MortgageRamp, but you shall cooperate in filing and/or prosecuting any such applications.

Non-Solicitation/Non-Competition

You shall not, during the employment and after the termination of employment for any reason whatsoever, directly or indirectly,

- a) solicit the trade or patronage of any of the customers/clients or prospective customers/clients of MortgageRamp, with respect to any of the services, products, trade secrets or other matters of MortgageRamp; and

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Page 5

- Recognizing the unusual nature of computer-related businesses and trade secrets, you acknowledge MortgageRamp's right to immediate injunctive relief in case of any breach of this Offer Letter by you, in addition to any other remedy in damages.

[illegible]